

## Remarks

Claims 14-17, 19, 21-23, 29-34, 45-48, 50, 55 and 56 currently stand rejected and remain pending. Claims 1-13, 18, 20, 24-28, 35-44, 49, 51-54 and 57-68 were canceled in previous responses. No claims are amended herein. The Assignee respectfully requests allowance of claims 14-17, 19, 21-23, 29-34, 45-48, 50, 55 and 56.

### Claim Rejections Under 35 U.S.C. § 103

Claims 14-17, 19, 21-23, 29, 31, 45-48, 50 and 56 stand rejected under 35 U.S.C. § 103(a) as being unpatentable over U.S. Patent No. 6,411,825 to Csapo et al. (hereinafter “Csapo”) in view of U.S. Patent No. 5,970,400 to Dwyer (hereinafter “Dwyer”), U.S. Patent No. 6,266,013 to Stilp et al. (hereinafter “Stilp”) and U.S. Patent No. 5,982,322 to Bickley et al. (hereinafter “Bickley”). (Page 2 of the final Office action.) Claims 33 and 34 stand rejected under 35 U.S.C. § 103(a) as being unpatentable over Csapo in view of Dwyer, Stilp, Bickley and U.S. Patent No. 6,161,024 to Komara. (Page 7 of the finally Office action.) Finally, claims 30, 32 and 55 stand rejected under 35 U.S.C. § 103(a) as being unpatentable over Csapo in view of Dwyer, Stilp, Bickley and U.S. Patent No. 6,865,169 to Quayle et al. (Page 8 of the Office action.) The Assignee respectfully traverses the rejections in light of the following discussion.

In part, independent system claim 14 includes “*a transmission medium extending between the upper portion and the lower portion [of the tower] and configured to carry power and the stable timing signal from the lower portion to the upper portion....*” (Emphasis supplied.) Also included in claim 14 is “*an inserter located at the lower portion and configured to insert the power and the stable timing signal onto the transmission medium....*” Independent claim 45 incorporates similar provisions.

The final Office action alleges that Csapo discloses “*an inserter or a transmission medium carrying both power and a stable timing signal (see col. 9, lines 30-45, particularly to lines 43-45, wherein Csapo suggests a single polymer jacket and a single multi-wire/coaxial connector [] for carrying power and timing signal, see col. I, lines 30-32). Here, the ‘single multi-wire/coaxial connector’ would read on the claimed ‘inserter,’ and the ‘single polymer jacket’ would read on the claimed ‘transmission medium.’*” (Page 9 of the final Office action; emphasis supplied. See also page 4 of the final Office action.) The Assignee respectfully

disagrees.

For one, a polymer jacket is an *insulator*, not a conductor, and hence *not a transmission medium*, as provided for in claims 14 and 45. Further, Csapo makes clear that “*all wires and coaxial cables may be bundled into a single polymer jacket*. Thus, a single multi-wire/coaxial connector is used at both ends of the cable.” (Column 9, lines 43-45; emphasis supplied.) Thus, Csapo specifically indicates that *multiple wires and cables* are carried within the single insulating jacket. Thus, the Assignee contends that Csapo does not teach or suggest *a transmission medium* carrying both power and a stable timing signal, as provided for in claims 14 and 45, and such indication is respectfully requested.

Also, the single multi-wire/coaxial connector is a single connector with *multiple* wire and coaxial cable connections available for the multiple wires and coaxial cables cited in column 9, lines 43-45 of Csapo. As a result, that connector is not an inserter for inserting the power and the stable timing signal onto *a transmission medium*, as provided for in claims 14 and 45.

Therefore, at no point does Csapo teach or suggest the power and the stable timing signal residing on a transmission medium, including column 9, lines 43-45, as discussed above. Instead, Csapo indicates that “power...is sent to the tower top *with a separate return*. This provides less power loss in the power wires, making the system more efficient.” (Column 9, lines 58-61.) Thus, Csapo does not teach or suggest, and in fact *teaches away from*, the subject matter of claims 14 and 45.

The final Office action disagrees that Csapo teaches away from the subject matter of claims 14 and 45, indicating that the use of a separate return in Csapo is related specifically to embodiments in which “the PRU is located more than 150 feet away from the PMU in order to provide less power loss in the power wires (see col. 9, lines 50-60).” (Page 9 of the final Office action.) Again, the Assignee respectfully disagrees. Csapo does not indicate that the use of a separate power return is only for such an embodiment, or even for any embodiment in particular. In fact, the reference to the distance between the PRU and PMU is noted as an advantage to using coaxial cables that are transformer-coupled to the transceiver to eliminate the possibility of ground loops, and does not appear to be specifically related to the use of a separate return line. (See column 9, lines 51-55.) Further, as indicated above, Csapo does not appear to specifically discuss an embodiment *anywhere therein* that employs power and a stable timing residing on a single transmission medium, as described above. Therefore, the Assignee respectfully maintains

that Csapo teaches away from the use of an inserter for inserting power and a stable timing signal onto a transmission medium.

Thus, based on the foregoing, the Assignee contends that claims 14 and 45 are allowable in view of Csapo and the remaining references cited in the Office action, and such indication is respectfully requested.

Claims 15-17, 19, 21-23 and 29-34 depend from independent claim 14, and claims 46-48, 50, 55 and 56 depend from independent claim 45, thus incorporating the provisions of their corresponding independent claims. Thus, the Assignee asserts that claims 15-17, 19, 21-23, 29-34, 46-48, 50, 55 and 56 are allowable for at least the reasons provided above in support of claims 14 and 45, and such indication is respectfully requested.

Therefore, based on the foregoing, the Assignee respectfully requests withdrawal of the 35 U.S.C. § 103 rejections of claims 14-17, 19, 21-23, 29-34, 45-48, 50, 55 and 56.

### Conclusion

Based on the above remarks, the Assignee submits that claims 14-17, 19, 21-23, 29-34, 45-48, 50, 55 and 56 are allowable. Additional reasons in support of patentability exist, but such reasons are omitted in the interests of clarity and brevity. The Assignee thus respectfully requests allowance of claims 14-17, 19, 21-23, 29-34, 45-48, 50, 55 and 56.

The Assignee believes no fees are due with respect to this filing. However, should the Office determine additional fees are necessary, the Office is hereby authorized to charge Deposit Account No. 21-0765.

Respectfully submitted,

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**SIGNATURE OF PRACTITIONER**

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